BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO.

BESCOM/GM(Q,S&S)/2024-25/06

KPP Portal Tender No. BESCOM/2024-25/IND0084

BIDDING DOCUMENTS

FOR

INVITATION FOR TENDERERS

PROCUREMENT OF SAFETY BELT WITH ACCESSORIES (FALL PROTECTION KIT).

TECHNO COMMERCIAL BID

ISSUED BY

The General Manager (Ele.),
QS&S, II Floor, II Block,
Corporate Office, BESCOM
K.R. Circle,
Bengaluru: 560 001.

Tel: 080 22252128

SECTION-I – IFT

INVITATION FOR TENDERS

The General Manager (Ele.), Quality, Standards & Safety, Corporate Office, BESCOM, II Block, II Floor, K.R. Circle, Bengaluru-560 001, invites tender from eligible Bidders for Procurement of SAFETY BELT WITH ACCESSORIES (FALL PROTECTION KIT).

1.0 INTRODUCTION

Eligible Bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1. Bidding documents may be downloaded from the Karnataka Public Procurement Portal.
2. Bidders shall pay Tender Processing Fee as mentioned in the Karnataka Public Procurement Portal through any of the following e-payment modes
   - Credit Card/ Debit Card
   - Net Banking
   - NEFT / RTGS
   - Over-the-Counter (OTC)
   - IMPS

For further clarification, contact KPP portal.

3. Bids shall be accompanied by Tender Processing Fee, for an amount as mentioned in the Karnataka Public Procurement Portal and EMD as detailed in clause No.14 of ITT.
4. The Techno-Commercial Bids will be opened on the date and time as mentioned in the Karnataka Public Procurement Portal.
5. BESCOM reserves the right to cancel/withdraw the tender at any point of time without assigning any reasons for such decision.

2.0 Qualifying Requirements:

Qualifying requirements shall be as detailed in clause No. 5 of ITT.

3.0 The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it's over the last five years with BESCOM. A history of awards involving litigations against the Bidder or any part or JV may result in rejection of bid.

Bidders should furnish the self-declaration stating the above and upload the same along with the other documents in the relevant field in the KPP portal, failing which the offer is liable for rejection.

4.0 BESCOM will not be responsible for not getting Internet connection while down loading the Electronic bid sheets or during submitting their offers.

Sd/-
General Manager
(Ele.,),
Quality, Standards &
Safety,
BESCOM.

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO.

BESCOM/GM(Q,S&S)/2024-25/06

KPP Portal Tender No. BESCOM/2024-25/IND0084

Instruction To Tenderers (ITT)

FOR

SUPPLY of SAFETY BELT WITH ACCESSORIES (FALL PROTECTION KIT).

SECTION – ITT

INSTRUCTION TO TENDERERS

A. INTRODUCTION

The General Manager (Ele.), Quality, Standards & Safety, Corporate Office, BESCOM, II Block, II Floor, K.R. Circle, Bengaluru-560 001, on behalf of Bangalore Electricity Supply Company Limited, invites tender for Procurement of Safety Belt with Accessories (fall protection kit) through Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/)

1. Enquiry No.	**BESCOM/GM(Q,S&S)/2024-25/06**
2. Tender Processing fee	Refer KPP Portal https://kppp.karnataka.gov.in/
3. Earnest Money Deposit	Refer EMD Clause in the tender Documents
4. Date of availability of Bids	10.09.2024
5. Due date for submission of Bids & samples	09.10.2024 16:00 Hrs
6. Tender System	Two Tender Document System
7. a) Date of opening of Technocommercial bid b) Date of opening of Price Bid	a) 10.10.2024, 16:15Hrs b) Will be opened in Karnataka Public Procurement Portal after completion of techno commercial evaluation.
8. Material	Supply of Safety Belt with Accessories (fall protection kit).
9. Quantity	7202 Nos.
10. Amount put to tender as per SR 2023-24.	Rs. 2.63 Crores
11. Schedule of requirements	The delivery schedule will be intimated in the purchase order and the successful Bidder shall adhere to the delivery schedule of the Purchase Order for supplying the Safety Belt with Accessories in entire BESCOM jurisdiction.
12. General Terms and Conditions	Enclosed herewith
13. Technical Specifications	Enclosed herewith
14. Price Bid	The Bidder shall furnish Unit computed

	FORD price on the KPP portal in the option of ''item wise bid commercial offer'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain Ex-works price, tax structure as applicable like Ex-works, CGST, SGST/IGST, F&I on KPP portal.

1.0 Scope:

The Scope of the contract will include the following:

a) Complete Design, Manufacture, Testing and supply of Safety Belt with Accessories (fall protection kit) as per tender Technical Specifications and drawings.
b) Conducting of performance and guarantee tests at manufacturer premises.
c) Packing, preservation, transportation from the manufacturer's works to the consignee stores.
d) Delivery including loading & unloading of materials at Consignee Stores.

2.0 Issue of Tender documents.

Bidders can download the tender documents from Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) from 10.09.2024.

Submission of tender documets.

All the Tender Documents shall be uploaded through Karnataka Public Procurement Portal on or before 09.10.2024, 16:00 Hrs.

Opening of Technical bid:

The Technical bids will be opened on 10.10.2024, 16:15 Hrs in the Karnataka Public Procurement Portal. Price bids of Techno-Commercially responsive firms will be opened after completion of Techno-Commercial evaluation.

3.0 The interested Bidders may obtain further information from the office of the General Manager (Ele.), Quality, Standards & Safety, II Floor, II Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001. Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the General Manager,(Ele.,) Quality, Standards & Safety & s, II Floor, II Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru – 560 001 on or before 13.09.2024, 11:00 Hrs. Letters seeking clarifications received subsequent to THE ABOVE date and time will not be entertained. Interested Bidders may also submit online queries through the KPP portal ON OR BEFORE 13.09.2024, 11:00 Hrs. The Pre bid meeting is convened on 13.09.2024 @ 12:00

Hrs at O/o General Manager (Ele.), Quality, Standards & Safety II Floor, II Block, Corporate office, BESCOM, K. R Circle, Bengaluru-560 001. Aspirant Bidders may attend the meeting for any clarification.

4.0 General Conditions:

a) Notwithstanding the above, if it is found that the performance vis-s-vis the Purchase Orders placed on the Bidder by ESCOMs is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.
b) Even though the Bidders meet the required qualifying criteria, as per their statements they are subject to be disqualified if they have,
   - Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or.
   - Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
   - Participated in the previous Tender for the same materials and had quoted unreasonably high tender prices and could not furnish rational justification/ have not completed the order after obtaining the order.

c) In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security and disqualify the offer of such Bidder and blacklist the firm.
d) In the event of the information furnished by the Bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.
e) The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.
f) The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer.
g) Quantities noted above are provisional. As per the provisions of KTPP Act, the tender accepting authority is ordinarily permitted to vary the finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.
h) BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will

not incur any liability whatsoever on the part of BESCOM consequently.

i) Conditional offers are liable for rejection.
j) BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.
k) The tender not submitted through the KPP portal and also non-submission of EMD is liable for rejection.
l) Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.
m) BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.
n) BESCOM reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.
o) The Bidder shall have to be an entity registered in India in accordance with law.
p) The Bidder shall follow Indian laws regulations and standards.
q) All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.
r) In the event of the order, randomly selected samples from any one of the lot supplied to the store by the supplier may be type tested as per the relevant IEC/IS at M/s CPRI/ERDA, NABL accredited government testing lab at firm's cost at the discretion of BESCOM.
s) If more than one Bidder becomes L1 in the tender, then the Bidder on whom the order is to be placed, is at the discretion of BESCOM.

5.0 Qualifying Requirements

Sl No.	**Qualifying requirements**
1	The Bidder should be in existence as any of the following: a. Company incorporated in India under the Companies Act, 1956/2013 including any amendment thereto; b. LLP incorporated in India under the Limited liability partnership (LLP) Act, 2008 including any amendments thereto; c. i. Partnership Firm under Partnership Act, 1932 in India: ii. Sole Proprietorship Concern

Sl No.	Qualifying requirements
1	**Scanned Documents to be uploaded in case of (a).** 1. Certificate of incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. 2. Annual fillings (E-Forms AOC-4, MGT-7) filed by the Company to Register of Companies (Ministry of Corporate Affairs, Government of India) for proceeding two financial year. 3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date on inviting tenders (s). **Scanned Documents to be uploaded in case of (b).** 1. Certificate of incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited Liability Partnership Agreement of LLP. 3. Form 11- Annual Return filed by LLP to Registrar of companies (Ministry of Corporate Affairs, Government of India) for preceding two financial years. **Scanned Documents to be uploaded in case of [c (i)].** 1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, applicable. **Scanned Documents to be uploaded in case of [c (ii)].** 1. PAN/GST Registration Certificate.
2	Bidder shall be a Manufacturer/authorized dealer/distributor of SAFETY BELT WITH ACCESSORIES (FALL PROTECTION KIT). **Documents to be uploaded:** a) In case of Manufacturer, SSI certificate or any other relevant document conforming that the Bidder is a manufacturer shall be uploaded. b) In case of authorised dealer/distributor, authorisation letter in the prescribed format (Section XIII) assuring full guarantee and warranty obligation as per clause 14 of GCC and 11.2 (a) of ITT from the manufacturer shall be uploaded.
3	The Bidder shall have experience of minimum 03 years in supply of Safety Belt with accessories (Fall protection kit) as on the date of bid submission. **Documents to be uploaded:** Scanned copy of purchase order **issued prior to 01.08.2021 from** any Govt/ PSU/Private Electrical utilities for demonstrating experience of minimum of 03 years for supply of Safety Belt with accessories (Fall protection kit) shall be uploaded.
4	The Bidder should have supplied Safety Belt with accessories (Fall protection kit) to any Govt/ PSU/Private Electrical utilities to an extent of atleast **50%** of the tendered quantity in any one of the last three financial years (FY 2021-22, FY 2022-23 and FY 2023-24) (In case of Micro and Small Enterprises, **25%** of the tendered quantity in any one

Sl No.	Qualifying requirements
	of the last two financial years (FY 2022-23 and FY 2023-24)). The above supplied Safety Belt with accessories (Fall protection kit) shall be in satisfactory operation of 12 months from the date of supply. **Documents to be uploaded:** Scanned copy of order completion certificates for having supplied Safety Belt with accessories (Fall protection kit) to any Govt/ PSU/Private Electrical utilities issued by an officer not below the rank of Executive Engineer or Equivalent Rank of the concerned Govt/ PSU/Private Electrical utilities shall be uploaded. Scanned copy of the Performance Certificate of issued by an officer not below the rank of Executive Engineer or Equivalent Rank of the concerned Govt/ PSU/Private Electrical utilities for satisfactory operation of minimum of 12 months from the date of supply shall be uploaded. Micro and Small Enterprises shall upload valid MSME (UDYAM) registration certificate obtained from the competent authority certifying that tenderer is a Micro and Small Enterprises.
5	The Bidder must furnish sample of two Nos. of Safety Belt with accessories (Fall protection kit**)** confirming to tender specifications **to the tender inviting authority before submission of bid.** **Documents to be uploaded:** The Bidder shall upload the **copy of the acknowledgement in the KPP Portal for having submitted the sample** to the Tender Inviting Authority along with the bid.
6	The Average Annual Financial Turnover of the Bidder should not be less than the Rs. 2,63,44,916 **/-** (equal to estimated cost/ amount put to tender) during the last 3 preceding financial years i.e., **(FY 2020-21, FY 2021-22 and FY 2022-23).** If the bidder is a Micro and Small Enterprises, the Average Annual Financial Turnover of the Bidder should not be less than the Rs. 1,31,72,458/- (equal to 50% of the estimated cost/ amount put to tender) during the last 2 preceding financial years i.e., **(FY 2021-22 and FY 2022-23).** **Documents to be uploaded:** Certified copies of Audited financial statements such as P&L statement, Balance sheets for the **FY 2020-21, FY 2021-22 and FY 2022-23 shall be uploaded (In case of Micro and Small Enterprises two years i.e., FY 2021-22 and FY 2022-23).**
7	Liquid assets and/or availability of credit facilities of not less than Rs. 65,86,229/- (Credit lines/letter of credit/certificates from banks for meeting the fund requirement etc.,) **Documents to be uploaded:**

Sl No.	Qualifying requirements
	The Bidder shall upload Banker's Certificate/Line of Credit (BC/LOC) for not less than 25% i.e., Rs. 65,86,229/- for the subject work, addressed to General Manager (QS&S), Corporate Office, BESCOM. The Banker's Certificate shall be after NIT and before submission of bids as per the prescribed format provided in the **Annexure.**
8	The Bidder should furnish self-declaration for the following: i) Litigation History: The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years. A consistent history of awards involving litigation against the Bidder or any partner of Joint Venture may result in rejection of Bid. ii) The information/data furnished as part of their bid is true and correct. Subsequently, if it found incorrect, such Bidder will be black listed and further action will be initiated. iii) As on date of submission of the bid, the Bidder should not be under a declaration of intelligibility for corrupt or fraudulent practices with any of the State Government or Central Government or PSU or Municipal agencies in India or Abroad at the time of submission. **Documents to be uploaded:** Bidder shall upload the Self declaration on Rs 500/- notarised Non-Judicial stamp paper.
9	Even through the Tenders meet the above criteria, they are subject to be disqualified if they have: i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and/or ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.etc,; and/or iv)Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission. v) Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility as on date of bid submission **Documents to be uploaded:** Bidder shall upload the Self declaration on Rs 500/- notarised stamp paper. Note: The Bidder shall declare on Rs. 500/- Non-Judicial stamp of the information furnished by them are true and correct. If BESCOM found that any misleading information and/or supressing of the facts by the

Sl No.	Qualifying requirements
	Bidders, BESCOM shall reject the bid and such Bidder will be black listed including initiation of legal/criminal proceeding. The decision of the BESCOM shall be final in this regard.
10	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. **Documents to be uploaded:** Registration certificate issued by the competent authority shall be uploaded.
11	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a Country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached) Note: Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC), including consumables for closed systems from Original Equipment Manufactures (OEM's) or their Authorized agents, shall be exempted from the requirement of registration as mandated under Government Order No.: FD 455 Exp-12 2020 dated. 25.08.2020. **Documents to be uploaded:** Self-declaration on Rs. 500/- notarised Non-Judicial stamp paper in the prescribed format/ certificate as per **Annexure** shall be uploaded.

Note: 1. Self-declaration for QR 8 and QR 9 shall be provided as per annexure and may be provided on a single Rs.500/- notarised Non-Judicial stamp paper.

2. <u>BIS/ISO certificate:</u> The Bidder shall have valid Bureau of Indian Standard/ ISO Certification. Valid BIS/ISO certificate issued to Manufacturer shall be uploaded.

3. Valid type test reports conforming to IS/IEC standards mentioned in technical specification for Safety Belt with accessories (Fall protection kit) for having conducted type tests at CPRI/ERDA, BIS approved NABL accredited Testing Lab .shall be uploaded.

4. **ESI/EPF/MSME certificates shall be uploaded wherever applicable.**

No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.
iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity vis-à-vis the tendered quantity.
viii. Security Deposit.
ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

6.0 Two Tender Document System

Tender should be in two parts namely Part-I: Techno commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

a. Part-I: TECHNICAL BID: The technical documents shall be uploaded in KPP portal.

The necessary documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal.

b. Part II: PRICE PROPOSALS:

The Bidder shall furnish Unit computed FORD price inclusive of all applicable taxes and duties in the Karnataka Public Procurement portal in the option of ''item wise bid commercial offer'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain Ex-works price, tax structure as applicable like CGST, SGST/IGST, F&I and etc., in KPP portal.

7.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

8.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Section-I	IFT-Invitation For Tenderers
Section-II	ITT-Instructions To Tenderers
Section-III	GCC-General Terms and Conditions of Contract
Section-IV	SCC- Special Conditions of Contract
Section-V	Schedule of Requirements
Section-VI	Technical Specifications
Section-VII	Qualifying Requirements
Section-VIII	Tender Form
Section-IX	EMD Bank Guarantee Form
Section-X	Contract Form
Section-XI	Performance Security Bank Guarantee Form
Section-XII	Performance statement for 03 years
Section-XIII	Manufacturer's Authorization Form
Techno-commercial Sheets	
Annexures	

9.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

10.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an Interpretation/clarification, to owner/Purchaser. The owner/Purchase, then, will issue interpretation(s) and Clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than seven (7) days prior to the deadline for submission of bids prescribed by owner.

Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

11.0 Documents Establishing Tenderer's Eligibility and Qualifications.

11.1 The Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer’s eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if the tender is accepted, shall establish to the Purchaser's satisfaction:

a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India.

b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in clause 5 of ITT. To this end, all tenders submitted shall include the following information

11.0-A AMENDMENT TO BIDDING DOCUMENT

a) At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

b) The amendment will be notified in KPP portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.

c) In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids as deemed fit.

d) Such amendments, clarifications, etc., shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

12.0 LANGUAGE OF BID

The bid prepared by the Bidder, as well as all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the English language. Supporting documents and any printed literature furnished by the Bidder may be in another language, provided they are accompanied by an English translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

13.0 DOCUMENTS COMPRISING THE BID

a) The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.
b) The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.
c) SSI Certificate shall be uploaded with the Techno commercial Bid if applicable.
d) The EMD shall be paid in accordance with the EMD clause of this section.

14.0 EARNEST MONEY DEPOSIT (BID GUARANTEE):

14.1 The Bidders shall pay EMD of Rs. 2,63,500/- through any of the e-payment modes mentioned, in the KPP Portal. For payment of EMD through KPP Portal, please refer clause 15.0.

14.2 EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption.

14.3 Earnest money deposited by unsuccessful Bidders will be returned after the tender has been finalized.

14.4 EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

14.5 The deposit towards EMD as above shall not carry any interest.

14.6 Permanent EMD will not be considered.

14.7 EMD so deposited will be liable for forfeiture on following conditions:

a. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form

b. In case of a successful Bidder, if the Bidder fails to sign the Contract
c. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.
d. If the Bidder does not accept the arithmetical correction of its Bid Price.
e. If MSME registered Bidder's desires to withdraw their bids within the bid validity period, then such Bidders shall be blacklisted for a period of 3 years.

Note:- EMD DECLARATION shall be uploaded as per Annexure-III

15.0 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The Bidders should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)

NOTE: - EMD payment at KPP portal is through bank gateway as indicated in the KPP portal.

For further clarification, contact KPP portal.
KPP Portal Help Desk: Phone No: +91-8046010000, +91-8068948777
E-mail: support@eprochelpdsk.com.

16.0 PERIOD OF VALIDITY OF BIDS

a) Bids shall remain valid for 180 Days from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
b) In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including email). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

17.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

18.0 PRICES:

a) The Prices are FIRM throughout the period of contract. No price variation will be allowed.

b) Any variation in the rates etc., will not be allowed on any ground, such as a mistake while quoting in the KPP portal, misunderstanding etc., after the bid has been submitted. If the firm becomes lowest tenderer by virtue of such rates quoted, and does not agree to supply at the quoted rates, the E.M.D. of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

19.0 COST AND CURRENCY:

a) The Bidders shall quote their offer as prescribed in the price bid in Indian Rupees only including the following:

i. Cost of the equipment/material.
ii. Transportation and forwarding charges to the designated store in BESCOM jurisdiction.
iii. Insurance to cover material to cover up to installation/supply of equipment/material at the BESCOM site and handing it over to the BESCOM.
iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.
v. Bidders have to make their own arrangements for obtaining road permits wherever needed.
vi. Entry Tax and octroi must be mentioned separately if applicable.

20.0 TAXES AND DUTIES:

The Bidders have to quote GST, F&I Charges and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. If no mention is made then prices quoted will be evaluated as all inclusive of taxes, duties and F&I charges.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.
ii. If there is any concession/reduction in the GST by the changes in the policies by the central/State Government, the same shall be availed and passed on to BESCOM.
iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.
iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier. But, if there is any reduction during the extended period of contract, same shall be passed on to BESCOM.

D. SUBMISSION OF BIDS

21.0 FORMAT OF BID

a) The bids shall be uploaded through KPP portal only on or before the last date and time for submission of the bid. Bids not submitted through KPP Portal and non-payment of EMD will be treated as disqualified.
b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
c) All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

22.0 DEADLINE FOR SUBMISSION OF BIDS

a) Bids must be uploaded in the KPP portal on or before due date for bid submission.
b) Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

24.0 LATE BIDS

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION

25.0 OPENING OF BIDS

Owner will open the technical bids submitted through KPP portal on the date notified.

26.0 CLARIFICATION OF BIDS

During evaluation of tender, owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

27.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in KPP Portal will be evaluated on the basis of technocommercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

28.0 PRELIMINARY EXAMINATION

a) BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been uploaded, whether the documents are generally in order.
b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail.
c) If the Bidder does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
d) BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.0 OPENING OF PRICE BID:

The price bids of all the technically responsive Bidders will be opened, as on the date and time intimated in KPP portal.

30.0 EVALUATION/COMPARISON OF PRICE BIDS

a) After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes and transportation and loading and unloading if any.
b) The purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the technical responsive bids in accordance with provisions of KTPP act & its amendments.

31.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are

under consideration, Bidders and/or their representatives or other interested parties are advised to Section II – Instructions to Bidders - 18 - refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration.

32.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF PURCHASE ORDER

33.0 AWARD CRITERIA

General Manager (Ele.,), Quality, Standards & Safety will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially techno commercially responsive and has been determined as the lowest evaluated bid, in accordance with provisions of KTPP act and its amendments at the approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

34.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to issue of purchase order, without thereby incurring any liability to the affected Bidder or Bidders.

35.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

36.0 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity and extended validity period, if any, the Bidder will get information on KPP portal that its bid has been accepted.

37.0 EFFECT AND JURISDICTION OR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

38.0 TERMINATION FOR DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.
b) If the Supplier fails to perform any other obligation(s) under the Contract.

39.0 LOCATION OF SUPPLY:

This Tender is being floated by the Corporate Office of BESCOM. The SAFETY BELT WITH ACCESSORIES (FALL PROTECTION KIT) being procured through this Tender shall be supplied by the Successful Bidder at various locations of the entire BESCOM jurisdiction furnished along with the Purchase Order/Dispatch Instruction. BESCOM reserves the right to make changes in the locations list given to the contractor.

40.0 For any technical support regarding KPP portal please Contact KPPP help desk. Supports Timings: (9.00 am to 9.00 pm)

Help Desk: 91-8046010000 +91-8068948777 Or E-mail: support@eprochelpdesk.com

Sd/-
General Manager
(Ele.,),
Quality, Standards &
Safety,
BESCOM.

SECTION-GCC

GENERAL TERMS AND CONDITIONS

1.0 Definition of Terms:

The terms and the words used in these general conditions and the annexed specifications shall have the meaning as stated below:

a) COMPANY: Bengaluru Electricity Supply Company Limited.
b) PURCHASER/OWNER: Purchaser or owner means Bengaluru Electricity Supply Company Limited/General Manager (Ele.,) Quality, Standards & Safety BESCOM, Bengaluru.
c) SUPPLIER/CONTRACTORS: Suppliers mean the Tenderer/ Contractor whose Tender has been accepted by the Purchaser and also includes Tenderer's legal/ personal representatives/ successors/ assignees.
d) TENDERER/BIDDER: Tenderer/Bidder means the firm who has participated in the tender by submitting the bids in KPP Portal.
e) SPECIFICATIONS: Specifications annexed to these general conditions, schedules and the drawings if any as per ISS, BSS, IEC or as notified.
f) MONTH: Month means Calendar month.
g) INSPECTOR: Inspector means the purchaser for the time being or such other members, as may be duly authorized or appointed in writing to act as Inspector for the purpose of Contract.
h) DESTINATION: Destination means F.O.R delivery at Stores/Site, as intimated by the OWNER and its representative.

2.0 Use of Contract Documents and Information

2.1 The Bidder shall not, without the BESCOM's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the BESCOM in connection therewith, to any person other than a person employed by the Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2.2 The Bidder shall not, without the BESCOM's prior written consent, make use of any document or information enumerated in GCC Clause 2.1 except for purposes of performing the Contract.

3.0 **Prices:**

3.1 The Prices are FIRM throughout the period of contract.

3.2 The Bidder shall furnish Unit computed FORD price on the KPP portal in the option of '' item wise bid commercial offer'' and also furnish the breakup of prices in "Edit Break up of price quoted" option. The breakup of prices should contain EX-works and tax structure as applicable like GST (CGST & SGST)/IGST and F & I charges on KPP portal.

4.0 It may be noted that incomplete and vague offers are liable to be rejected without any further reference.

5.0 Penalty, Guarantee, Test Certificates, Insurance, Inspection, Validity, and Security Deposit are as enumerated in the Bid documents.

6.0 Bidder shall give clear acceptance to all our clauses of the enquiry failing which it will be presumed that they have agreed to all our terms of enquiry.

7.0 Any bid submitted in response to the tender shall conform absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.

8.0 BESCOM reserves the right to disqualify the bid if the deviation mentioned by the bidder is not acceptable to BESCOM.

9.0 **Quantity:** As per the provisions of KTPP Act, the tender accepting authority is ordinarily permitted to vary the finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.

10.0 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

11.0 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

12.0 After receipt of supplies, if the materials do not conform to the relevant ISS and to enquiry specification, the materials will be

rejected. The rejected materials shall be collected by the supplier at his own cost. The Company may accept replacement only if it conforms to the specification.

13.0 The Bidder shall quote prices in one slab. Prices quoted in more than one slab are not accepted.

14.0 Warranty:

14.1 The supplier shall warrant that the Goods supplied under this Contract are new, unused. The Supplier further shall warrant that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in BESCOM jurisdiction.

14.2 The material offered shall be guaranteed for satisfactory operation and against failure due to bad workmanship and inherent defects in design or materials for a period of one and half year from the date of supply or one year from the date of utilization whichever is earlier. The supplier shall make good by replacing with new material, at his own cost that fail during the guarantee period.

14.3 Any claims arising under the warranty will be notified/intimated by BESCO to the supplier.

14.4 Upon receipt of such notice/intimation the supplier shall replace all defective materials with in 15 days at free of cost at the destination specified by BESCOM. In the event of replacement of defective material during the Warranty period, the Warranty for the replaced material shall be extended to a further period of 12 months.

14.5 If the supplier, having been notified/intimated fails to replace the defective materials action shall be initiated without prejudice to any other rights which BESCOM may have against the supplier under the contract.

The final acceptance of the Bid will rest with BESCOM, Bengaluru.

15.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept

any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

16.0 Terms of Payment:

16.1 GST: BESCOM is registered under GST acts.

16.2 The Consignee Division will arrange payment of 100% value of materials on receipt of goods and after inspection of materials at destination and against the presentation of dispatch and other documents by the firm to the Executive Engineer (Ele), of the Consignee Division of BESCOM after satisfying the terms & conditions of the order, and after receipt of materials acknowledgement statement from the consignee stores.

16.3 For arranging 100% payment, the following documents will have to be furnished by the Supplier/Supplier.

i. Invoice in duplicate, stamped and pre-receipted.
ii. Delivery Challan duly acknowledged by consignee. The payment will be arranged against clear acknowledgment duly signed by the Storekeeper and Store Officer of the relevant BESCOM, Stores.
iii. Material Acknowledgment Statement.
iv. Approved Test Certificate.
v. Copy of the e-way.
vi. The triplicate and quadruplicate copies of the invoices may be sent to the respective consignees for submission of Materials Acknowledgement Statement.
vii. Supplier Guarantee Certificate.
viii. Material Inspection Report.

17.0 Packing:

The successful Bidder shall provide packing for securely protecting the materials to avoid damage in transit under proper condition and they shall be responsible for all losses or damages caused by any defect in packing. The package shall be marked with letters BESCOM, P.O. No. & date and consignee name & address.

18.0 Delays in the Supplier's Performance

18.1 Delivery of the Goods shall be made by the Bidder in accordance with the time schedule specified by the BESCOM in the Delivery Schedule.

18.2 If at any time during performance of the Contract, the Bidder encounter conditions impeding timely delivery of the Goods, the Bidder shall promptly notify the BESCOM in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidders notice, the BESCOM shall evaluate the situation and may, at its discretion, extend the Bidders time for supply with or without liquidated damages.

18.3 Except as provided under GCC Clause 20, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 18.2 without the application of liquidated damages.

19.0 Penalty for late delivery:

In case the materials are not delivered within the period stipulated in the order, supplier shall be liable to pay penalty to the company at ½ % per week, subject to a maximum of 10% reckoned on the contract value of such complete portion which could not been delivered in time, subject to force majeure conditions.

20.0 Force Majeure:

a) Notwithstanding the provisions of GCC Clauses 18,19, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For the purpose of this contract 'Force Majeure' means, an event which could not reasonably, have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to war risks, civil disorder, earthquake, strikes, lockouts or other industrial action, electrical failure confiscation or any other action by Government Agencies.

c) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a party or such party's

subcontractors or agents or employees or by a failure to observe good Engineering practices.

d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

21.0 Validity:

The validity of this offer shall not be less than 180 days from the date of Bid opening. This shall be clearly stated in the Bid.

22.0 Inspection & Testing During Manufacture:

The supplier shall arrange routine acceptance test at manufacturing unit in the presence of the inspection staff of the company, if BESCOM desires.

22.1 The representatives of the company / authorized external agency shall be entitled at all reasonable times during manufacture to inspect, examine and test on the contractor's premises the materials and workmanship of all equipment's to be supplied under this contract and if part of the said equipment is being manufactured on other premises, the contractor shall obtain for the companies representative, permission to inspect, examine and test as if the equipment's were being manufactured in the company premises. Such inspection, examination and testing shall not release the contractor from his obligation under this contract.

22.2 The HOT-DIP Galvanizer should do the zinc coating on base material shall confine to uniform, adherent, reasonably smooth, and free from such imperfections as flux, ash bare patch, blank spots, pimples, lumpiness, runs, rust stains, bulky whit deposits and blisters.

22.3 Raw materials and Hot-Dip Galvanizing process will be inspected by BESCOM officials at the initial stage.

22.4 The requisition letter of "stage inspection call" from suppliers for verification of Hot-Dip Galvanizing process should be submitted to the office of the General Manager (Ele.), Quality, Standards & Safety, BESCOM.

22.5 The contractor shall give the representation to BESCOM, 15 days advance notice in writing, the date and place of inspection.

22.6 Where the contract provide for tests on the premises of the contractor, the contractor shall provide such assistance, labour materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the representative of the company to carry out such test efficiently.

22.7 When the materials passes the specified tests, the representative of the company, shall furnish a certificate to this effect in writing to the contractor. The contractor shall provide reasonable copies of the test certificates to the company.

23.0 Inspection of the finished product:

The manufacture/supplier/tenderer shall arrange routine acceptance test at manufacturing unit in the presence of representatives of the BESCOM before dispatching the material.

The contractor shall give the representation to BESCOM, 15 days advance notice in writing, the date and place of inspection.

In case any material is found to be not in conformity with the technical specification, the same will be rejected or even the entire consignment. The firm has to replace them by good ones immediately and the second time inspection at the Factory premises shall be at firms cost as per BESCOM norms.

The rejected materials shall be collected by the supplier at his own cost. The company may accept replacement if it conforms to the specification.

24.0 Inspection after Receipt of Materials:

The material will be inspected on receipt at the store. Any material found to be not in conformity with the specification as detailed in the schedule will be rejected. In such cases, the supplier has to take back the rejected material at his own cost and again offer for inspection duly paying the re-inspection charges as per the norms.

25.0 Materials/equipment's to confirm to specifications:

The material/equipment supplied shall confirm to the tender technical specification/approved sample.

26.0 Delivery:

26.1 The delivery schedule will be intimated in the purchase order and the successful Bidder shall adhere to the delivery schedule of the Purchase Order.

26.2 The delivery schedule shall be strictly adhered to by the successful Bidder failing which BESCOM reserves the right to initiate action as per the terms and conditions of the tender.

26.3 Whatever may be the conditions of sale specified or indicated in the quotation, it is only the conditions indicated in the Purchase order and tender specification that will be final and binding upon the

BESCOM, and if any tenderer likes to add any other terms/conditions, the same shall be clearly brought out in the Tender itself as “DEVIATIONS” which may be considered if acceptable to BESCOM.

26.4 In the event of the tender being accepted for the whole or any portion of the articles in the tender, the successful tenderer hereinafter referred to "Supplier” shall execute all orders as per the delivery schedule stipulated in the Company's Purchase Order.

27.0 Security Deposit:

The Security deposit to an extent of 5% value of the order shall be paid within 15 days from the date of the LOI or shall be submitted along with the acknowledgement for having received the LOI.

The Security Deposit shall be paid in the form of Bank Guarantee/e-BG.

The Bank Guarantee shall be valid up to 90 days after the expiry of Guarantee Period of last consignment.

In case of furnishing Bank Guarantee/e-BG, the same must be sent to us directly by the Banker. In the event of the supplier failing to deposit such security within the prescribed date, the Earnest Money Deposit shall be forfeited and BESCOM shall have full discretion to cancel the LOI/Purchase Order.

The Security Deposit will be discharged without any interest at the end of successful completion of Guarantee period.

28.0 Guarantee:

The material offered shall be guaranteed for satisfactory operation and against failure due to bad workmanship and inherent defects in design or materials for a period of one and half year from the date of supply or one year from the date of utilization whichever is earlier. The supplier shall make good by replacing with new material, at his own cost that fail during the guarantee period.

29.0 Conditions of Supply

Extent of Work:

This tender is for supply of materials to the Bengaluru Electricity Supply Company Ltd., (herein after referred to as the 'Company') for the articles or any part or portion thereof tendered for by the

supplier and accepted by the BESCOM or any officers, duly authorized in that behalf, of the said Company at the rates and deliveries to the place or places at or within the time specified in the Purchase Order and without any extra charge or expense to the said Company other than those mentioned in the Purchase Order.

30.0 Failure to Supply:

Failing to supply as above, BESCOM is at liberty, without further notice or reminder to the contractor/supplier to purchase the same or any portion thereof on to the account of and at the risk of the Contractor/supplier and to prefer a claim for the difference in price and for all expenses whatsoever incurred in purchasing the same, which the Company is wholly authorized to recover from any money due to contractor/supplier on bills, or deposits or any account.

31.0 Termination For Convenience:

BESCOM may, by written notice sent to the Supplier, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which supply of materials under the contract is terminated and the date upon which such termination is effective.

The contractor upon receipt of such notice shall discontinue the supply of materials on the date and to the extent specified in the notice, make all reasonable efforts to stop all further purchasing activity (Raw materials) related to the quantity terminated.

32.0 Termination of Contract:

In case the supplier fails to supply the materials within the contracted period of delivery or in case the materials supplied are found not in accordance with prescribed specifications and/or approved sample or in case the supplier has supplied any part consignment and failed to supply the balance within the contracted delivery period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date or in case the supplied material selected at random fails to pass the required tests at CPRI/ERDA, NABL accredited government testing laboratories, the Company shall exercise its discretionary powers on any or all the following:

a. To recover from the supplier, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above ; and

b. To purchase elsewhere, after giving due notice to the Supplier on account and at the risk of the Supplier such materials not so

delivered or others of a similar description without canceling the contract. In respect of the consignment not yet due for delivery, the Supplier shall not be entitled to any saving on such purchase made against default:

c. To cancel the purchase order ; and

d. To forfeit the security deposit/EMD if it has been furnished and in case of permanent Security Deposit to forfeit the amount equivalent to the Security Deposit in the particular purchase order from out of the permanent Security Deposit ; and

e. To recover the testing charges; and

f. To black list or not to consider future offers for a specified period.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied.

33.0 Settlement of disputes:

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre –Karnataka (Domestic & International) Rules 2012 by one or more arbitrators appointed in accordance with its rules.

Sd/-
General Manager
(Ele.,), Quality,
Standards & Safety,

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 PRICES: The Bidder shall quote **"FIRM PRICES"** only.

1.1 Manufacturing and demonstration shall be carried out by the Bidder. If there is any deviations to this clause, the purchaser reserves the right to overlook their offer where ever required.

1.2 Bidders shall quote all applicable statutory taxes and duties such as CGST, SGST, UTGST, IGST, Customs duty, CESS if any and taxes and duties as applicable on the date of bid submission and shall be shown separately in the Price bid (Prices shall be quoted in the e-procurement portal only). This shall be to the account of the Purchaser/Owner against documentary evidence, unless otherwise mentioned in the Purchase Order. Any statutory variation (increase or decrease) in taxes/duties/levies or if any tax/duty/levy is newly introduced by the government with effect from the next day of the date of submission of the bid and up to the scheduled delivery period, these variations/additional taxes/duties/levies will be to the account of the owner. However, any decrease in taxes and duties up to or beyond contractual delivery period, the benefit shall be passed on to BESCOM. Any upward variation in statutory taxes and duties beyond the contractual delivery period will not be paid by BESCOM if the reasons of the delay are attributable to the vendor/supplier and the same shall be absorbed by the vendor/supplier.

In case the Bidders indicate lesser rates of taxes & duties with reference to the prevailing rates of taxes & duties at the time of bidding, any variations in the taxes and duties would be paid/recovered keeping the rates of taxes & duties applicable as on last date of Techno-Commercial Bid submission as notified (either original or extended) as the base and not the quoted rates of taxes & duties for payment/recovery of difference in the taxes and duties.

1.3 If the rates quoted for material cost, F&I charges, GST, Taxes is not clear & is ambiguous, the purchaser reserves the right to overlook the offer.

1.4 **Quantities:** May be increased/decreased at the discretion of the purchaser while placing order adhering to the provisions of KTPP Act.

1.5 Manufacturing and demonstration of the equipment/materials should be done at consignee location by the Bidder, where ever required. If there is any deviation to this clause, the purchaser reserves the right to overlook their offer.

1.6 Training should be imparted to our personnel with regard to operation, Maintenance & Service aspects of the equipment/materials if required.

Sd/-
General Manager (Ele.,),
Quality, Standards & Safety,

SECTION – V

SCHEDULE OF REQURIEMENT

Sl. No.	Material	Quantity	Delivery Schedule
1	Safety Belt with Accessories (fall protection kit).	**7202 Nos.**	The delivery schedule will be indicated in the Purchase Order and the successful bidder shall adhere to the delivery schedule of the Purchase Order for supplying the materials

Section-VI
Technical Specification of Safety Belts (Fall protection kit)

(Please refer to uploaded Technical Specification of Safety Belts (Fall protection kit))

SECTION VII : QUALIFICATION CRITERIA

(Please refer techno commercial sheets)

SECTION VIII: TENDER FORM

(Please refer techno commercial sheets)

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

(Not Applicable)

Deleted

SECTION X: CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20... Between BESCOM (hereinafter called "the Purchaser") of the one part and ..... (Name of Supplier) of ..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that Goods and ancillary services viz., ... (Brief Description of Goods and Services) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of ..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Tender Form and the Price Schedule submitted by the Tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become

payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY BE SUPPLIED	TO UNIT PRICE	Total Price	DELIVERY TERMS

TOTAL VALUE:
DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said ..... (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the
said ..... (For the Supplier)
in the presence of:.....

SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM

To

WHEREAS ..... (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20... to supply..... .....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors
.....
.....
.....
Date.....20....
Address:.....
.....
.....

SECTION XII

(Please see Clause 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last Three years

Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery As per contract/Actual	Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)

Signature and Seal of the Tenderer:----------

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 11.2(a) of Instructions to Tenderers)

No. dated

To,

Dear Sir:

IFT No.

We _____ who are established and reputable manufacturers of_____ (name and description of goods offered) having factories at (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the Bid enquiry No. _____.

No company or firm or individual other than M/s. _____are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific Bid enquiry No. _____. (This para should be deleted in simple items where manufacturers sell the product through different stockists.)

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this Bid enquiry No._____.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

POWER OF ATTORNEY

(To be stamped in non-judicial paper of value as per prevailing norms)
Ref……

KNOW ALL MEN BY THESE PRESENTS that we ……

……a Company incorporated under the laws of ……and having its Registered Office/Head Office at ……..(hereinafter called "Manufacturer / Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr……its constitute, nominate and appoint M/s……a Company incorporated under the laws of …….. and having its Registered/ Head Office at ……..as its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the 'Manufacturer / Bidder in regard to Specification No …….. Package ……the Bids for which have been invited by ……(Address "Owner") to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the "Owner" on behalf of the "Manufacturer / Bidder".
ii) To negotiate with the "Owner" the Terms and Conditions including Price for Award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the "Owner' for and on behalf of the Manufacturer / Bidder.
iii) To receive accept and execute the Contract for and on behalf of the "Manufacturer / Bidder".
iv) To do any other act or submit any Document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract Performance Guarantee in terms of the Contract. The "Manufacturer / Bidder" hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney"/"Authorized Representative" quotes in the Bid, negotiates and signs the Contract with the "Owner" and/or purports to act on behalf of the "Manufacturer / Bidder" by virtue of this Power of Attorney and the same shall bind the "Manufacturer / Bidder" as if done by itself.

IN WITNESS WHEREOF THE "Manufacturer/ Bidder" has executed these Presents at ……..on this day of…… under the Common Seal of the Manufacturer / Bidder company.

Specimen Signature of Attorney Holder

……

(Name)

For and on behalf of

Common Seal of the above Manufacturer / Bidder

Has been affixed thereunto, in the presence of.

WITNESSES:

1. Signature .....

Name.. .....

Designation ....

Occupation .....